

**David F. Sugerman**, OSB No. 862984  
**Nadia H. Dahab**, OSB No. 125630  
SUGERMAN DAHAB  
101 SW Main Street Ste. 910  
Portland, OR 97204  
Tel: (503) 228-6474  
Fax: (503) 228-2556  
david@sugermindahab.com  
nadia@sugermindahab.com

*Attorneys for Plaintiff*

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

JENNA GRANADOS, individually and on  
behalf of all others similarly situated;

Plaintiff,

v.

ONPOINT COMMUNITY CREDIT UNION;

Defendant.

Case No. 3:21-cv-00847-SI

**DECLARATION OF NADIA H. DAHAB  
IN SUPPORT OF PLAINTIFF'S  
MOTION FOR ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARD**

I, Nadia H. Dahab, declare under penalty of perjury:

1. I am counsel for Plaintiff and the proposed class in the above-captioned matter. I have personal knowledge of the matters set forth in this declaration, and if called to testify thereto, I could and would competently do so.

2. I was admitted to practice in Oregon in 2012. I am also admitted in federal court, in the U.S. Court of Appeals for the Ninth Circuit, and in the Supreme Court of the United States.

3. Since 2015, I have focused my practice on representing plaintiffs in civil actions, including class actions. I have served as counsel or co-counsel on federal class actions since approximately 2015, including on securities and civil rights class actions in the U.S. District Court for the District of Oregon and the U.S. District Court for the District of Columbia. Those cases include, among others, *NECA-IBEW Pension Trust Fund v. Precision Castparts Corp.*, Case No. 3:16-cv-01756-YY (D. Or. 2017); *Doe #1 v. Trump*, No. 3:19-cv-01743-SI (D. Or. 2019); and *Gomez v. Trump*, No. 1:20-cv-0141-APM (D.D.C. 2020); *Maney v. Brown*, No. 6:20-cv-00570-SB (D. Or. 2020). I have also handled and been appointed as class counsel in class actions in Oregon state court, including in *Stewart v. Albertsons, Inc.*, No. 16CV15125 (Mult. Cnty. Cir. Ct. 2023); *Estes v. Dean Innovations*, No. 20CV22946 (Mult Cnty. Cir. Ct. 2020). I have also handled appeals on class action matters, including in consumer class action cases.

4. I am currently on the leadership team of the Oregon Trial Lawyers Association (OTLA) Legislative Committee, and on the Board of Governors of OTLA. In those capacities, I endeavor to stay up to date on consumer protection legislation and changes in class action procedure, particularly in Oregon.

5. I am a member of the Board of Public Justice, a national nonprofit legal advocacy organization dedicated to protecting consumers' rights through litigation and other advocacy work. I am also a member of the National Association of Consumer Advocates.

6. I teach Consumer Law as an Adjunct Professor at the University of Oregon School of Law; the course I teach is a survey of consumer laws at the state and federal level, including in the class action context. During the course we cover legal developments in various federal consumer laws, including the EFTA. Next spring, I will also teach Consumer Class Actions, a course offered at Lewis & Clark Law School.

7. Shortly after this class action was filed, OnPoint proposed that the parties participate in a mediation, to which Plaintiff agreed. During that mediation, the parties negotiated the material terms of a potential settlement, which the parties preliminarily agreed. After several months of confirmatory discovery, however, the parties reached in impasse. That impasse primarily was caused by the parties' inability to agree on the size of the class. At that time, OnPoint maintained that the class had fewer than 40 members.

8. The parties returned to litigation, which continued for some time and included briefing and arguing OnPoint's motion to dismiss Plaintiff's claims and motion to strike her class allegations, reviewing thousands of pages of discovery, litigating discovery disputes, and preparing for, defending, and taking depositions of the parties and witnesses.

9. After depositions were complete, the parties returned to mediation, this time with experienced mediator Jill Sperber. After a full-day mediation, the parties agreed to all material terms of the settlement, which was memorialized in a terms sheet.

10. For purposes of the mediation, because the EFTA provides for mandatory fee-shifting, Plaintiff's counsel insisted that the parties negotiate the amount of class relief first, with attorneys' fees and costs to be discussed only after agreement on the amount of a Settlement Fund. Indeed, Plaintiff's counsel provided no information about their lodestar to OnPoint until after the Settlement Fund amount was resolved.

11. Plaintiff did not pursue injunctive relief at mediation because OnPoint had changed its policies for handling unauthorized transaction disputes after this action was filed.

12. After mediation, the parties negotiated the complete settlement agreement and proposed class notices. On October 4, 2024, Plaintiff moved for preliminary certification of the proposed settlement class and approval of the settlement. The Court denied the motion pending

improvement of the proposed class notices, which the parties promptly revised. Shortly thereafter, the Court granted preliminary approval of the settlement. Since preliminary approval, Class Counsel's work has included negotiating minor changes to the class notices and a disagreement with OnPoint over the settlement website, both of which were raised with the Court.

13. My firm has advanced costs for and invested more than 200 hours into the investigation and prosecution of this case. We have done so with no guarantee of being compensated for our time and efforts. Recovery of fees in this case has always been contingent on successfully obtaining relief for Plaintiff Jenna Granados and other class members. Additionally, work on this case has necessarily been to the exclusion of work on other matters that likely would have generated fees.

14. Sugerman Dahab's detailed time entries for this matter are attached to this declaration as **Exhibit A**. The time records reflect the work done and hourly rate sought for each timekeeper. Those hourly rates are as follows:

<b>Attorney</b>	<b>Years of Practice</b>	<b>Hourly Rate</b>
David F. Sugerman	39	\$798
Nadia H. Dahab	12	\$567

15. I expect that my firm will incur additional fees relating to the final approval and settlement administration process. We have not added this time to our lodestar calculation and do not intend to seek those fees.

16. Attached as **Exhibit B** is a summary of the costs that my firm has advanced in the litigation and resolution of this case. Those costs total \$13,121.22.

17. Plaintiff Jenna Granados requests a service award of \$10,000, which in my firm's experience is reasonable in light of the contributions that Plaintiff, as Class Representative, made to the litigation and the recovery for the Class. Ms. Granados assisted in drafting the complaint, worked with Class Counsel in responding to written discovery, and stayed informed about case developments over more than four years of the litigation. Both she and her husband were deposed, which required her husband to take time off of work and them both coordinate their schedules to accommodate OnPoint's request.

I declare that the above statement is true to the best of my knowledge and belief, and that I understand it is subject to penalty for perjury.

EXECUTED on this 18th day of February, 2025.

/s/ Nadia H. Dahab

**Nadia H. Dahab**, OSB No. 125630